

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF  
WASHINGTON  
TACOMA DIVISION

ANGELIQUE M. LOUIS,

Plaintiff,

v.

CONIFER HEALTH SOLUTIONS LLC, A  
FOREIGN CORPORATION; AND  
FRANCISCAN HEALTH SYSTEM, A  
WASHINGTON PUBLIC BENEFIT  
CORPORATION,

Defendants.

No. 3:21-cv-05700-RSM-SKV

**PLAINTIFF'S FIRST AMENDED  
COMPLAINT FOR DAMAGES**

Plaintiff Angelique M. Louis, through her attorneys Beck Chase Gilman PLLC, alleges as follows:

**I. PARTIES**

1.1. Plaintiff Angelique M. Louis (Louis) is a Washington resident.

1.2. Defendant Conifer Health Solutions (Conifer) is a foreign corporation headquartered in Frisco, Texas, doing business in Washington State, which employs more than 15 employees.

1.3. Defendant Franciscan Health System (Franciscan) is a Washington Public Benefit Corporation providing medical services in Washington State which employs more than 15 employees. Franciscan changed its name to Virginia Mason Franciscan Health as of January 5, 2021, but at all relevant times was Franciscan Health System.

1.4. Franciscan has several locations, including St. Joseph Medical Center, a hospital in Pierce County, Washington, which employs more than 15 employees.



1 1.5. Conifer and Franciscan were Louis' joint employers, as explained below.

2 **II. JURISDICTION & VENUE**

3 2.1. **Error! Reference source not found.** County Superior Court has jurisdiction over  
4 this matter under RCW 2.08.010 and other applicable law.

5 2.2. Venue is proper in **Error! Reference source not found.** County Superior Court  
6 under RCW 4.92.010, RCW 4.12.020, and other applicable law. Defendants operate in Pierce  
7 County, Washington through its affiliate location St. Joseph Medical Center and the acts and  
8 omissions described in this Complaint occurred in Pierce County, Washington.

9 2.3. Plaintiff filed charges with the EEOC on October 26, 2020. Her charge against  
10 Conifer was EEOC Charge No. 551-2020-03707. Her charge against Franciscan was EEOC Charge  
11 No. 551-2020-03584. On May 11, 2021, the EEOC issued right to sue letter for both charges. Louis  
12 filed suit on August 9, 2021.

13 **III. FACTS**

14 3.1. Plaintiff Angelique M. Louis (Louis) began working at Franciscan location St.  
15 Joseph Medical Center in August 2017 as an Emergency Room Patient Access Representative.

16 3.2. Louis was at all relevant times an employee of Conifer Health Solutions, a Texas  
17 Corporation, and Franciscan Health System, and physically worked in Tacoma, Washington at St.  
18 Joseph Medical Center, a Franciscan health care facility. Louis did not work at any other location.

19 3.3. Upon being hired, Louis attended a one-to-two-week training put on by Conifer.  
20 The focus of the training was how to serve and respect the needs of the client, Franciscan.

21 3.4. The duration of the relationship between the parties was ongoing; there was no set  
22 end time to Louis' work at Franciscan's St. Joseph Medical Center.

23 3.5. Franciscan exercised control over details of Louis' work.

24 3.6. For example, Franciscan prescribed the dress code for Louis, dictating through  
25 Conifer how she and her coworkers had to dress.  
26  
27

1           3.7. Franciscan provided a name tag for Louis, which did not reference Conifer at all.  
2           The name tag had a photo of Louis along with the white, blue, and green Franciscan logo, and  
3           Louis' name. This name tag served as a security badge and allowed Louis to access St. Joseph  
4           hospital generally and areas of the emergency department specifically. When Franciscan patients  
5           looked at an Emergency Room Patient Access Representative's badge, Emergency Room Patient  
6           Access Representatives were outwardly presented as employees of Franciscan only.

7           3.8. Franciscan provides emergency care services to patients at their St. Joseph's  
8           Medical Center hospital. Part of the regular business of Franciscan is registering patients'  
9           biographical and insurance information so that the patients can receive medical care. Franciscan is  
10          in the business of treating emergency room patients.

11          3.9. In her role as Emergency Room Patient Access Representative, Louis was one of  
12          the first points of contact for Franciscan patients. In her role, Louis directly served Franciscan  
13          patients, checking them in to the Emergency Room and collecting their insurance information,  
14          which she provided to Franciscan doctors, nurses, and management.

15          3.10. If a patient was not registered into the system by an Emergency Room Patient  
16          Access Representative, Franciscan doctors and nurses could not treat the patient.

17          3.11. Louis entered patient information into a registration portal. The portal belonged to  
18          Conifer and was linked to Franciscan's system. The information Louis provided was available  
19          immediately to Franciscan doctors, nurses, and management. The information Louis collected and  
20          the way she interacted with patients was tailored to the requirements of the Franciscan facility.

21          3.12. The Emergency Room Patient Access Representative services Louis provided were  
22          based on the needs of St. Joseph Medical Center, a Franciscan health care facility.

23          3.13. The hours Louis worked were based solely on the needs of St. Joseph Medical  
24          Center, a Franciscan health care facility.

25          3.14. For her work as Emergency Room Patient Access Representative, Louis utilized  
26          instrumentalities and tools belonging to both Franciscan and Conifer. She used a workstation  
27          within Franciscan's emergency department. The desk and other surfaces Louis utilized as her

1 workstation were fixtures of Franciscan's facility, while the electronic equipment provided was  
2 often from Conifer.

3 3.15. While on shift at Franciscan, Franciscan doctors, nurses, and management  
4 regularly directed Louis' work, including notifying her when an ambulance arrived with a patient,  
5 instructing her to go collect registration information from patients, directing her to physically go  
6 into a patient's pockets or belongings to locate biographical and insurance information to register  
7 them into Franciscan's system.

8 3.16. Regularly, Franciscan nurses directed Louis and other Emergency Room Patient  
9 Access Representatives to print new wristbands or update stickers of patients and to follow up on  
10 registration information of the patients.

11 3.17. For her work as an Emergency Room Patient Access Representative, Louis was  
12 required to use both a Conifer email platform and a Franciscan email platform. She maintained  
13 separate login credentials for each and was required to check both email accounts daily. Both  
14 accounts were how Louis received communications related to her work, hours, pay, benefits, and  
15 anything else related to her employment.

16 3.18. At all relevant times, Louis' Conifer manager was Patient Access Representative  
17 Supervisor Michael Cook.

18 3.19. At all relevant times, Louis' Leave of Absence Representative was Rebecca Estelle.

19 3.20. Louis has Supraventricular tachycardia (SVT), a heart condition that causes an  
20 abnormally fast or erratic heartbeat and affects the heart's chambers. This condition required heart  
21 surgery when Louis was about 14 years old. At that time, Louis received an SVT ablation to help  
22 neutralize her condition, but it was not fully successful.

23 3.21. Relatedly, Louis also suffers from low blood pressure and fainting spells.

24 3.22. As a result of her medical conditions Louis has issues with blood pressure and  
25 shortness of breath. She takes Metoprolol to help treat her condition, which is a beta blocker that  
26 treats high blood pressure, chest pain (angina), and heart failure, and may lower the risk of death  
27 in the event of a heart attack, to which Louis is particularly susceptible.

1           3.23. In or about March 2020, the COVID-19 pandemic hit the Tacoma area.

2           3.24. At that time, Louis was an on-call employee and was working full-time.

3           3.25. Prior to COVID-19, Louis was able to perform the essential functions of her position  
4 without accommodation. However, during COVID-19, Louis was considered high-risk of serious  
5 injury of death if she contracted COVID-19 because of her heart condition.

6           3.26. In or about March 2020, Louis wore a mask to work to protect herself during direct  
7 interactions with acutely ill and injured patients checking in to the Emergency Room. However,  
8 Louis was notified by Franciscan nurses that she could not wear a mask, gloves, or any other type  
9 of personal protective equipment (PPE) while interacting with patients because it might scare  
10 them. Franciscan charge nurses and personnel made the decision regarding PPE.

11           3.27. Due to not being permitted to wear PPE to protect herself at Franciscan's facility,  
12 and because Franciscan's facility was the only location of Louis' workplace, Louis was required to  
13 take a temporary leave of absence from work.

14           3.28. Shortly thereafter, in or about late March 2020, Louis received an email generally  
15 offering employees the option to work from home. Needing a reasonable accommodation for her  
16 heart condition, Louis responded to that email requesting to work from home.

17           3.29. Because Louis was at high-risk for serious injury or death if she contracted COVID-  
18 19, was not permitted to wear a mask, gloves, or any other PPE while interacting with Emergency  
19 Room patients, and was not permitted work from home as a form of reasonable accommodation,  
20 Louis remained on leave of absence while she participated in the interactive process.

21           3.30. Louis' employers required Louis to provide a doctor's note specifically discussing  
22 her medical condition. Louis attempted to make an appointment with her primary care physician  
23 and also with her cardiologist to provide the specific request but, because of the medical response  
24 to COVID-19 everywhere, it was difficult for her to secure an appointment. Louis kept in contact  
25 with her employers regarding her attempts to see her medical provider.

26           3.31. On or about June 2, 2020, Louis communicated with Leave of Absence  
27 Representative Rebecca Estelle informing her that she was finally able to secure an appointment

1 with her primary care physician for July 28, 2020. Louis offered to provide other documentation  
 2 of her health condition in the meantime. Louis ended her June 2 email, “These are difficult times  
 3 for all of us but I can’t ignore my health especially being high risk during this pandemic.” Louis  
 4 did not receive a response to this email.

5 3.32. On or about June 4, 2020, Louis received an email asking her to complete a survey  
 6 regarding her recent separation from employment. This was the first Louis learned about her  
 7 termination. Louis sent a letter requesting the reason she was terminated.

8 3.33. On or about July 1, 2020, Conifer HR informed Louis she was fired for “job  
 9 abandonment.” Louis was never granted a reasonable accommodation for her heart condition.

10 3.34. Defendants had knowledge of Louis’ medical condition and need for reasonable  
 11 accommodation, but failed to reasonably accommodate her or participate in the interactive process.

12 3.35. Defendants violated Louis’ rights by failing to accommodate her and firing her as a  
 13 result of her disability. Defendants violated Louis’ right to be free from disability-based  
 14 discrimination in the workplace.

#### 15 IV. CAUSES OF ACTION

16 4.1. Plaintiff realleges and incorporates all allegations above.

17 4.2. Under State and Federal law, Plaintiff is entitled to a workplace free from disability-  
 18 based discrimination and retaliatory termination.

19 4.3. Under State and Federal law, an entity can be held liable for discrimination if it is  
 20 an “employer” of the plaintiff. *See, e.g.*, RCW 49.60.040(11) (“‘Employer’ includes any person  
 21 acting in the interest of an employer, directly or indirectly, who employs eight or more persons”);  
 22 42 U.S.C. § 12111(5)(A) (“The term ‘employer’ means a person engaged in an industry affecting  
 23 commerce who has 15 or more employees.”). “It is now well-settled that an individual can have  
 24 more than one employer.” *See U.S. Equal Employment Opportunity Comm’n v. Glob. Horizons, Inc.*,  
 25 915 F.3d 631, 637–38 (9th Cir. 2019) (Citing to *Frey v. Hotel Coleman*, 903 F.3d 671, 676–77 (7th  
 26 Cir. 2018); *Al-Saffy v. Vilsack*, 827 F.3d 85, 96 (D.C. Cir. 2016); *Faush v. Tuesday Morning, Inc.*,  
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1 808 F.3d 208, 215 (3d Cir. 2015); and *Butler v. Drive Automotive Industries of America, Inc.*, 793 F.3d  
 2 404, 408–10 (4th Cir. 2015)). “The law recognizes that two entities may simultaneously share  
 3 control over the terms and conditions of employment, such that both should be liable for  
 4 discrimination relating to those terms and conditions.” *Id.* (Citing to *Butler*, 793 F.3d at 408–10.)  
 5 “The two entities in such circumstances are deemed to be joint employers of the employees in  
 6 question.” *Id.* Here, as explained above, Conifer and Franciscan are joint employers.

7 4.4. In 2019, the Ninth Circuit addressed the circular nature of statutory definitions and  
 8 explained: “The Court has relied on common-law agency principles to flesh out the meaning of  
 9 ‘employer’ and ‘employee’ when construing other statutes that contain the same circular  
 10 definitions as those found in Title VII.” *Glob. Horizons, Inc.*, 915 F.3d 631 at 638 (citing *Clackamas*  
 11 *Gastroenterology Assocs., P. C. v. Wells*, 538 U.S. 440, 444–45, 123 S. Ct. 1673, 1677, 155 L. Ed. 2d  
 12 615 (2003), which applied the same analysis in the context of the ADA). “Under the common-  
 13 law test, ‘the principal guidepost’ is the element of control—that is, ‘the extent of control that  
 14 one may exercise over the details of the work of the other.’ *Id.* (quoting *Clackamas*, 538 U.S. at  
 15 448.) The Court has provided a non-exhaustive list of factors to consider when analyzing whether  
 16 the requisite control exists: the skill required; the source of the instrumentalities and tools; the  
 17 location of the work; the duration of the relationship between the parties; whether the hiring party  
 18 has the right to assign additional projects to the hired party; the extent of the hired party’s  
 19 discretion over when and how long to work; the method of payment; the hired party’s role in  
 20 hiring and paying assistants; whether the work is part of the regular business of the hiring party;  
 21 whether the hiring party is in business; the provision of employee benefits; and the tax treatment  
 22 of the hired party. *Id.* (citing *Nationwide Mutual Insurance Co. v. Darden*, 503 U.S. 318, 323–24, 112  
 23 S.Ct. 1344, 1348 (1992). “There is ‘no shorthand formula’ for determining whether an  
 24 employment relationship exists, so ‘all of the incidents of the relationship must be assessed and  
 25 weighed with no one factor being decisive.’ *Id.* (quoting *Darden*, 503 U.S. at 324).

26 4.5. The treatment Plaintiff experienced as an employee of Conifer and Franciscan  
 27 violated the Washington Law Against Discrimination, Chapter 49.60 RCW.



4.6. The treatment Plaintiff experienced as an employee of Conifer and Franciscan violated the Americans with Disabilities Act, 42 U.S.C. § 12111.

4.7. Being terminated for requesting reasonable accommodation during the COVID-19 pandemic amounts to wrongful termination in violation of public policy. Washington law set forth anti-retaliation provisions for Washington workers who needed accommodations for COVID-19.

4.8. Defendants' conduct has resulted in and proximately caused injury and damage to Plaintiff in an amount to be proven at trial, for which she is entitled to recover all economic and noneconomic damages, actual and compensatory damages, special and general damages, and attorneys' fees and costs, as permitted by Chapter 49.60 RCW, 42 U.S.C. § 12111, or any other applicable law.

## V. RELIEF REQUESTED

Plaintiff seeks the following relief:

5.1 Judgment against Defendants and in favor of Plaintiff for all past and future economic and noneconomic damages in an amount to be proved at trial;

5.2 Judgment against Defendants for all costs, expenses of litigation, and reasonable attorneys' fees as allowed by law, including prejudgment interest;

5.3 An enhanced award for tax consequences to make Plaintiff whole; and

5.4 All other relief as the Court deems just and equitable.

Dated October 18, 2021.

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